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CITY OF DALLAS

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

January 8, 1993

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Ms. Donna R. Searcy  
Secretary's Office  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

Re: In the Matter of Implementation of Section 8 of the Cable  
Television, Consumer Protection and Competition Act of 1992,  
Consumer Protection and Customer Service MM Docket No.  
92-263 (Adopted December 10, 1992; Released December 11,  
1992)

Dear Ms. Searcy:

Please be advised that because of the significance of this Matter to the City of Dallas, enclosed herewith please find an original and eleven copies of the Comments of the City of Dallas.

Very truly yours,

  
JANIS EVERHART  
Assistant City Attorney

cc: The Honorable Chris Luna, Deputy Mayor Pro Tem  
The Honorable Max Wells, City Councilmember  
John Ware, First Assistant City Manager  
Scott Carlson, Assistant City Attorney

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OFFICE OF THE SECRETARY

Before the  
Federal Communications Commission  
Washington, D.C. 20554

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MM Docket No. 92-263

In the Matter of )  
 )  
IMPLEMENTATION OF SECTION 8 OF THE )  
CABLE TELEVISION CONSUMER PROTECTION )  
AND COMPETITION ACT OF 1992 )  
 )  
CONSUMER PROTECTION AND )  
CUSTOMER SERVICE )

TO: The Commission

COMMENTS OF  
THE CITY OF DALLAS

Janis Everhart  
Assistant City Attorney

Office of the City Attorney  
City of Dallas  
1500 Marilla, Room 7/D/N  
Dallas, Texas 75201  
(214) 670-3519

Counsel for the City of Dallas

Date: January 8, 1993

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TO: The Commission

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COMMENTS OF  
THE CITY OF DALLAS

The City of Dallas ("City") submits these comments in response the  
Federal Communications Commission's ("Commission") Notice of  
Proposed Rulemaking ("Notice").

I. INTRODUCTION

In the Notice the Commission requested comments concerning the  
relationship between the Commission and local franchising  
authorities with regard to provisions of the Cable Television  
Consumer Protection and Competition Act of 1992 ("the 1992 Act").  
Among the reasons for the rulemaking request was the adoption of  
revisions to Section 632 of the Cable Communications Act of 1984  
("the Act"). Pursuant to the Act, the City has adopted existing  
cable consumer protection standards and desires that either the  
Commission adopt the standards of the City's franchise or they  
remain in full force and effect after rulemaking.

## II. LOCAL FRANCHISING AUTHORITY'S ROLE IN CONSUMER PROTECTION

Historically, the City has implemented consumer protection in four ways: 1) at the time of the original franchise, 2) when the cable operator has requested modifications to the existing franchise, 3) when the cable company has requested transfer of the franchise to another cable company and 4) after a public hearing in accordance with the retained jurisdiction over day-to-day operations under the franchise agreement. As you can see, the cable company in every instance has either concurred in the standards or has been given the opportunity to be heard and affect the standards.

Because of the City's experience, both under the franchise arrangement and in mediation between the cable company and consumers of cable services, it is recommended that any standards set by the Commission be interpreted and perceived as guidelines, with local franchising authorities able to modify and vary standards which meet the need for local flexibility. Local franchising communities vary in size, terrain, configuration, population, goals, cultural diversity and type of government. Local cable operations vary in complexity, size, equipment, facilities, ownership structure and sophistication. Because of these variables, and in the case of the City, because of the required franchise bidding process, local franchises have been tailored to meet and match community needs and expectations. National consumer services guidelines and standards would not be able to meet the diverse needs of all communities.

Under the City's existing franchise, there are remedies for failure to comply with the consumer protection standards. The City requests that since the 1992 Act provides for local franchising authority enforcement of consumer service requirements, the City's franchise and other similarly situated local franchises be grandfathered and allowed to remain in effect. In that instance any Commission adopted standards would govern existing franchises only where there were no consumer protection standards in place or future franchises which do not incorporate consumer protection standards in place at the time the franchise was awarded.

Under the existing franchise, the City has maintained the authority to impose new customer service requirements whenever they are deemed necessary. Since the 1992 Act has no limitation or time frame on imposition of service requirements, the City believes it has the authority and is in fact encouraged to impose requirements as they are deemed necessary. For this reason the City believes that Section 8(a) of the 1992 Act authorizes the unilateral establishment of service requirements as of December 3, 1992.

While the City's position is that any Commission established standards should be only guidelines, in the event that the Commission imposes maximum consumer service requirements, then the Commission should accept and resolve all local customer complaints. Failure to accept this responsibility frustrates the complaining customers as well as the local franchise authorities who would otherwise have little input into the requirements, their enforcement

and the resulting service. It would also impose on local franchising authorities minimal standards which they themselves would not have implemented.

Since each individual franchise is unique and distinctive, the possibility of a fair "escalating benchmark" seems unlikely. As each franchise has been tailored for the service to be provided, the available facilities and technologies, and the expectations and sophistication of potential customers, there are too many uncertainties to enable such a range to be fair and easy to enforce. Such an ambitious standard would render consumer service protection both unenforceable and inequitable. For the same reason, uniform definitions such as "normal business hours" or "service interruptions" cannot be appropriately defined nationwide. The definitions should be based on a consumer friendly perspective. Each definition depends on the size of the cable operation, the complexity of the cable system, the progressiveness of cable management, the financial viability of the cable company, the desires of the customers and potential customers, and the type and efficiency of the local franchising authority.

### III. EVALUATION OF NCTA STANDARDS

The proposed NCTA standards concern office and telephone availability, installations, outages, service calls, communications, bills, and refunds, but are inadequate and incomplete. Attached hereto as Exhibit A is a copy of the City's existing consumer service standards and requirements. Also attached, as Exhibit B, is

a copy of a recent monthly report provided by the City's cable company, which measures compliance with City standards. As further information the City has several employees who handle consumer complaints, monitor compliance with the standards, and resolve disputes between the cable franchisee and the citizen consumer. If problems arise from the consumer complaints or from failure to meet the standards, then the matter is referred to the City Council for resolution.

While as guidelines the NCTA standards are acceptable, they are incomplete and inflexible when applied to all local franchising authorities. They provide an excellent starting point, but do not necessarily recognize the minimum needs of each community. For instance, while in smaller communities "normal business days" or "normal business hours" may meet the needs of the community, in a large city whose population works around the clock and seven days a week, cable service should be available 24 hours a day, seven days a week. In a large city a customer expects constant availability of service both for installation and repair. Failing to receive such service, the consumer becomes discontented and frustrated and the purpose of the Act and the 1992 Act is thwarted.

Additionally, standard installations requiring seven business days from the placement of the order leave the subscriber similarly frustrated. Under the City's current franchise "standard" installations are up to 150 feet from the existing distribution system.



In several instances the definition of "small cable system" is based on the number of subscribers, in particular 10,000 subscribers. However that number may be too large if the city being described is adjacent to or a suburb of a large metropolitan area. If so, then the potential subscribers in that city may be more demanding and expect a system of the quality and service of the type provided in the adjacent large city.

Regarding service calls, if the technician is unable to keep an appointment, then the customer should be able to set the new appointment, even if after "normal working hours". This is particularly true when the only available time for installation and repair is during a "normal work week". For most customers, adjusting to the cable company's repair schedule means not just inconvenience but absence from work. Requiring a customer to make arrangements twice is not in the cable company's best interest or the 1992 Act's consumer protection purposes. However, should a customer require installation or additional service at unusual times, then an additional surcharge should be permitted the cable company, so that other cable customers are not subsidizing the unique customer.

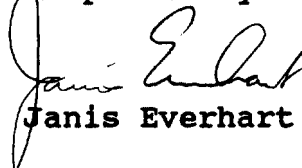
While 45 days following actions involving refunds seems inordinately long, any extension or failure to refund after that date should result in the cable company paying interest on the amount to be refunded. The City's experience with billing and related communications by several cable companies has led to a much

more detailed set of standards concerning the billing process. Please see the attached Exhibit A for the current requirements. Thus the City's position is that the existing NCTA standards concerning communications, bills, and refunds is substantially incomplete.

#### IV. CONCLUSION

Because of the diversity in types of communities, types of cable companies, types of equipment and facilities, and levels of consumer expectations, the City of Dallas believes there is a need to retain flexibility to reflect this diversity within the consumer service standards. Further, under both the Act and the 1992 Act the City is persuaded that the most effective way to enforce consumer protection standards is to have set the standards. In that way the standards are both flexible and reflective of the cable company's, the consumer's, and the local franchising authority's expectations and realities.

Respectfully submitted,

  
Janis Everhart

Office of the City Attorney  
City of Dallas  
1500 Marilla, Room 7/D/N  
Dallas, Texas 75201  
(214) 670-3519

Counsel for the City of Dallas

Date: January 8, 1993

**EXHIBIT A**

p.m., for five (5) consecutive days, unless an emergency meeting has been called, in which event announcements shall be run once daily prior to the meeting.

#### SECTION 19. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

### ARTICLE II. CATV SYSTEM EXTENSION, OPERATION, STANDARDS AND PROCEDURES

#### SECTION 1. Service Availability and Record Request

The Company shall provide modern and efficient cable communications service throughout the entire franchise area, pursuant to the provisions of this franchise, and shall keep a record of all requests for service received by the Company. This record shall be available for public inspection at the local office of the Company during regular office hours, and shall be continuously maintained to show at least the previous two (2) years of service requests.

#### SECTION 2. New Developments

The Company shall upgrade its facilities, equipment and service so that its system is as advanced as the current state of technology will allow. The Company shall install additional channel capacity as required to keep channel capacity in excess of the

reasonable demand thereof by users. At all times the cable system shall be no less advanced than any other system of comparable size, excepting only systems which are experimental, pilot or demonstration. The City may order the Company to comply with this section in case of specific violation, which it may investigate upon complaint or on its own motion. Without implying any limitation as to other provisions of this franchise, this section is a material provision of the franchise within the meaning of Article III, Section 9a of this franchise.

#### SECTION 3. Construction

The Company shall construct the CATV System in accordance with Exhibit A.

#### SECTION 4. Company Services

Company shall provide at least the following services:

##### a. Standard Installation

Standard installation consisting of an aerial drop, not exceeding one hundred fifty (150) feet, from a single pole attachment to the customer's residence. Drops in excess of one hundred fifty (150) feet, concealed wiring, and all underground drops shall be charged according to the rate ordinance.

##### b. Project Prewiring

(1) Company shall provide service to prewired projects according to the terms and conditions and at such rates provided in the rate schedule.

(2) Company shall review and approve methods and materials, supply specification, technical assistance, and material according to the rate schedule.

b. In the event that the Council authorizes someone other than the Company to occupy space under the surface of a street, sidewalk, or public easement, such grant shall be subject to the rights herein granted or heretofore obtained by the Company. In the event that the Council shall close or abandon any street, sidewalk, or public easement which contains existing facilities of the Company, any conveyance of land within such closed or abandoned street, sidewalk, or public easement shall be subject to the rights herein granted or heretofore obtained by Company; provided, that the Company may be ordered to vacate any land so conveyed if an alternate route is practicable and if the Company is reimbursed by the person to whom the property is conveyed for the reasonable costs of removal and relocation of facilities.

c. If the City shall require Company to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other corporation or person, except the City, to use, or use with greater convenience, said street, sidewalk, or public easement, Company shall not be bound to make any such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any cost, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Company's property; provided however, that the City shall never be liable for such reimbursement.

**SECTION 11. System Maintenance****a. Efficient Service and Repairs**

The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.

**b. Interference with Reception**

Company shall not allow its cable or other operations to interfere with television reception of persons not served by Company.

c. The Company shall continue, through the term of the franchise, to maintain the technical standards and quality of service set forth in this ordinance. Should the City find, that the Company has failed to maintain these technical standards and quality of service, and should it specifically enumerate improvements to be made, the Company shall make such improvements. Failure to make such improvements within three (3) months after written notice constitutes a breach of a condition for which the remedy of Article III, Section 9 (c) is applicable.

**SECTION 12. Continuity of Service Mandatory**

a. It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to the Company are honored. In the event that the Company elects to overbuild, rebuild, modify, or sell the system, or the City gives notice of intent to terminate or fails to renew this franchise, the

Company shall act so as to ensure that all subscribers receive continuous, uninterrupted service regardless of the circumstances.

In the event of a change of franchise, or in the event a new operator acquires the system, the Company shall cooperate with the City, new franchisee or operator in maintaining continuity of service to all subscribers. During such period, Company shall be entitled to the revenues for any period during which it operates the system, and shall be entitled to reasonable costs for its services when it no longer operates the system.

b. In the event Company fails to operate the system for four (4) consecutive days without prior approval of the City or without just cause, the City may, at its option, operate the system or designate an operator until such time as Company restores service under conditions acceptable to the City or until a permanent operator is selected. If the City is required to fulfil this obligation for the Company, the Company shall reimburse the City for all reasonable costs or damages in excess of revenues from the system received by the City that are the result of the Company's failure to perform.

#### SECTION 13. Complaint Procedure

a. During the term of this franchise, and any renewal thereof, the Company shall maintain within the City a local business office for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The office shall be accessible by a local, toll-free telephone call, and shall provide the City with the name,



address and telephone number of a person who will act as the Company's agent to receive complaints from subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Company shall provide the means to accept complaint calls twenty-four (24) hours a day, seven days a week. Any service complaints from subscribers shall be investigated and acted upon as soon as possible. [Any service complaint shall be resolved within three (3) working days.] Upon request by a subscriber, the Company shall credit a subscriber's account on a pro rata basis for loss of service commencing twenty-four (24) hours after notification. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. This log shall be continuously maintained to reflect complaints received within the preceding two-year period and shall be made available for periodic inspection by City.

b. As subscribers are connected or reconnected to the system, the Company shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or complaints are to be addressed, and shall furnish information concerning the City office responsible for administration of the franchise with the address and telephone

number of the office.

c. When there have been similar complaints made, or where there exists other evidence which, in the judgment of the City, casts doubt on the reliability or quality of cable service, the City shall have the right and authority to require Company to test, analyze, and report on the performance of the system. Company shall fully cooperate with City in performing such testing and shall prepare results and a report, if requested, within thirty (30) days after notice. Such report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the special tests.
- (2) What system component was tested.
- (3) The equipment used and procedures employed in testing.
- (4) The method, if any, in which such complaint or problem was resolved.
- (5) Any other information pertinent to said tests and analysis which may be required.

City may require that tests be supervised, at Company's expense, by a professional engineer, not on the permanent staff of the Company. The engineer should sign all records of special tests and forward to the City such records with a report interpreting the results of the tests and recommending actions to be taken.


The City's right, under this section, shall be limited to requiring tests, analyses, and reports covering specific subjects and characteristics based on complaints or other evidence when and

under such circumstances as the City has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service.

**SECTION 14. Company Rules and Regulations**

The Company shall have the authority to promulgate such rules, regulations, terms and conditions affecting its subscribers as customers as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this franchise, and to assure uninterrupted service to each and all of its customers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable Federal, State and local laws, rules and regulations, and shall have been approved by the City.

**SECTION 15. Transfer of Ownership or Control**

 a. This franchise shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the City, except for a change in the state of incorporation of the Company. The proposed assignee shall show its qualifications and its financial responsibility as determined by the City and shall agree to comply with all provisions of the franchise. City shall be deemed to have consented to a proposed transfer or assignment in the event its refusal to consent is not communicated in writing to Company within sixty (60) days

See 18873, Sec 16

WHEREAS, The Dallas Cable Television Board has reported that Dallas Cable TV subscribers are experiencing significant customer service problems, and

WHEREAS, the Cable Board finds that customer service problems include:

1. Long waits to reach customer service operators,
2. Large numbers of lost customer calls,
3. Large numbers of customers not receiving needed repairs within the three-day limit required by the franchise, and
4. Frequent missed installation and service appointments, all of which are outside the parameters of acceptable business practices and the spirit of the franchise, and

WHEREAS, the Cable Television Board has recommended adoption of service standards; Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the following service standards are hereby established under the provisions of Article 3, Section 1, Paragraph a, cable television franchise:

- a. that all calls to the general information number be answered by an operator;
- b. that 95% of all customer service calls shall be answered within two minutes;
- c. that the rate of lost calls shall be less than five percent;
- d. that 95% of all customer installations (except those where a later date is requested by the customer) shall be completed within ten working days;
- e. that missed repair and installation appointments (due to reasons which are not the fault of the customer) shall be less than five percent;
- f. that all customer service complaints be resolved within three working days as required by the franchise;
- g. the information required to monitor these standards shall be provided on a monthly basis by Warner Amex.

SECTION 2: That Warner Amex will have 60 days to meet these service standards;

SECTION 3: That in the event Warner Amex does not meet these standards within 60 days, the City Council will initiate the necessary steps to find them in non-compliance.

APPROVED BY  
CITY COUNCIL

AUG 17 1983

  
City Secretary

The money required for this expenditure is available and credited to the project fund as provided for in the Charter of the City of Dallas.

APPROVED

  
HEAD OF DEPARTMENT

APPROVED

CITY AUDITOR

APPROVED

  
CITY MANAGER

City Manager



CITY OF DALLAS

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CABLE TELEVISION BILLING RULES

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These rules shall apply to the cable television franchise operator (Company) for operations within the franchise city limits of Dallas. A public hearing to receive comments was held on February 11, 1985. There were no comments offered at the hearing.

Customer Relations

I. Information to the Customers

The Company shall, at the time service is initiated or as an insert in the first billing, provide each new customer written information covering:

- (a) The time allowed to pay outstanding bills,
- (b) Grounds for termination of service,
- (c) The steps the Company must take before terminating service,
- (d) How the customer can resolve billing disputes,
- (e) The steps necessary to have service reconnected after involuntary termination,
- (f) The fact that customer service operators will identify themselves by first names immediately and upon request will give their Company assigned number,
- (g) The fact that customers shall have the right to speak with a supervisor, if none is available supervisor shall return customer call within one working day, and
- (h) The appropriate regulatory authority with whom to register a complaint and how to contact such authority.

At least once each calendar year, notify each customer, by use of a billing insert or a printed statement upon the bill, that information is available upon request concerning items (a) through (h) above.

II. Customer Complaints:

Upon complaint to the Company by a customer either at its office, by letter, or by telephone, the Company shall promptly make an appropriate investigation and advise the complainant of the results thereof. If the customer is dissatisfied with results, the complainant must be advised of the complaint procedures of the regulatory authority.

## Discontinuance of Service

- I. The due date of a bill for service shall not be less than 20 days after the billing date. A bill for service is delinquent if unpaid by the due date. The due date shall be posted on the bill.
- II. A customer's service may be discontinued if the bill has not been paid within 21 calendar days after the bill has become delinquent and proper notice has been given. Proper notice consists of a deposit in the United States mail or by hand delivery to the customer at least seven calendar days prior to the stated date of disconnection, with the words "Termination Notice" or similar language prominently displayed on the notice. The notice shall be provided in English and Spanish, as necessary, and shall include the date of termination, the hours, address and telephone number of a location where payment may be made.
- III. Viewer's Choice is exempt from the minimum service standards. The Company may have the right to discontinue Viewer's Choice Service in accordance with the Viewer's Choice Standards which is 38 days from the billing date.
- IV. For purposes of this section, bills shall be considered paid when appropriate payment is received by the Company or its authorized agency. Appropriate time considerations shall be included in the Company's collection procedures to assure that payment has not been received before late notices or termination notices are delivered.
- V. A customer's service may not be discontinued for non-payment of a deposit, if the billing for service is paid and current.

## Billing

- I. Bills for service shall be rendered monthly, unless otherwise authorized by the customer and the Company or unless service is rendered for a period less than one month. Bills shall be rendered as promptly as possible. All bills shall contain a telephone number and a mailing address for billing inquiries or disputes.
- II. Billing envelopes shall be individually marked to indicate the date mailed. The metering strip shall include the date on which the bill was delivered to the U.S. Post Office. This postmark date shall constitute proof of the date of issuance.
- III. Disputed Bills
  - A. In the event of a dispute between the customer and the Company regarding the bill, the Company shall promptly make such investigation as is required by the particular case and report the results to the customer. In the event the dispute is not resolved to the satisfaction of both parties, the Company shall inform the customer of the complaint procedures of the appropriate regulatory authority. If the customer wishes to obtain the benefits of Sub-section (B) & (C) of Article III, "Disputed Bills", notification of the disputed bill must be given to the Company within five days after due date.

B. The customer shall not be required to pay the disputed portion of the bill until the earlier of the following:

1. Resolution of the dispute, or
2. Expiration of the sixty (60) day period beginning on the billing date, provided that the procedures established in sub-section (A), above have been followed.

C. Pending resolution of the billing dispute, no delinquency or termination notices shall be issued for the disputed portions of the bill, nor shall any other collection procedures be initiated for said amount. Any such activity may be interpreted as an attempt to avoid the provisions of these rules and will constitute violation of the regulations.

#### Referral of Accounts to Collection Agencies

I. Uncollected accounts may be referred to private collection agencies for appropriate action if the bill has not been paid by the earlier of (a) fifteen days following date of involuntary termination or (b) the 56th day following the billing date of the original uncollected amount, provided no notification of billing dispute has been made, or if procedures for resolution of billing disputes have been followed as required above.

II. If the account was voluntarily terminated, for any reason, the account may not be referred to collection agency until at least fifteen (15) days following rendering of the final bill. If notification of a billing dispute is made, all collection procedures shall be delayed as required in sub-section (C) of Article III, "Disputed Bills". Referral to collection agent shall then occur no sooner than fifteen (15) days following resolution of the dispute.

These rules become effective February 15, 1985.

  
Thomas Z. James, Director  
Consumer Services Department

APPROVED AS TO FORM:  
Analeslie Muncy, City Attorney

By   
Assistant City Attorney

06058/ab

1980. Such access shall be made available at incremental cost payable by the City and the public schools to Company, but in no event shall the costs of such access be imposed upon the general cable subscribers.

- g. The Company shall not include capital investment, operating revenues and expenses, associated with the institutional loop in calculating the rate base and subscriber rates.

SECTION 11. That Article II is hereby amended to add new Section 5A as follows:

SECTION 5A. Microwave reliability standards

In making microwave transmissions, the Company agrees to adhere to the standards for reliability and quality of signal as provided for in the Malarkey-Taylor standards index which is Exhibit F, as attached hereto and made a part hereof by reference.

SECTION 12. Article II, Section 13.a is hereby amended to read as follows:

SECTION 13. Complaint Procedure

- a. During the term of this franchise, and any renewal thereof, the Company shall maintain within the City a local business office for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The office shall be accessible by a local, toll-free telephone call, and shall provide the City with the name, address and telephone number of a person who will act as the Company's agent to receive complaints from subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Company shall provide the means to accept complaint calls twenty-four (24) hours a day, seven days a week. Any service complaints from subscribers shall be investigated and acted upon as soon as possible. Except where circumstances reasonably preclude resolution as reported to the Director of Consumer Services, any service complaint shall be resolved within



three (3) working days. Upon request by a subscriber, the Company shall credit a subscriber's account on a pro rata basis for loss of service commencing twenty-four (24) hours after notification. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. This log shall be continuously maintained to reflect complaints received within the preceding two-year period and shall be made available for periodic inspection by City.

SECTION 13. That Article II, Section 17 is hereby amended to read as follows:

SECTION 17. Removal of CATV System.

At the expiration of the term for which this franchise is granted, or upon its termination based on the grounds stated in Article III, Section 9, the Company shall forthwith upon notice by City, remove at its own expense all designated portions of the CATV System from all streets, sidewalks and easements public and private within the city. If the Company fails to do so, City may perform the removal at the Company's expense. A bond shall be furnished by the Company for such purpose, executed by the Company and not less than one corporate surety authorized to do business in the state of Texas and found to be acceptable by the City Attorney, for such purpose in the amount of Eight Million (8,000,000) Dollars. The Company shall provide such bond, upon request by the City, (i) fifteen (15) months prior to the expiration of the term of the franchise, unless Company informs the City of its intent to seek renewal of the franchise, in accordance with Article V a, (ii) upon initiation of termination proceedings pursuant to Article III, Section 9, or, (iii) upon a request to the City by the Company to transfer ownership or control of the franchise or the CATV System pursuant to Article II, Section 15.

SECTION 14. That Article II, Section 18.b. is hereby amended to include the following subsection: